

Product Documentation and Listing Agreement for Products bearing the O-TL® Mark of Conformity

PRODUCT MANUFACTURER

INSPECTION\ DOCUMENTATION AGENCY

Company
Address

OMNI-Test Laboratories, Inc.
Shipping: 5465 SW Western Avenue, Suite G
Beaverton, Oregon 97005
Mail: PO Box 743
Beaverton, OR 97075

This is an Agreement that Company will manufacture products listed by OMNI-Test Laboratories, Inc. (O-TL) in the same design configuration and to the same construction and materials specifications used in producing the sample or prototype product tested by O-TL. As a specific term of this Agreement, any change to any product design that has the potential to adversely affect the product's safe operation may only be made after O-TL's review to determine continued conformance with applicable standards. Under this Agreement, O-TL, as an independent third party, will provide services for documenting the uniformity of construction and adherence to the design specifications of the product(s) listed below. Both parties of this Agreement agree to comply with the intent of this Agreement as terms for maintaining listing by O-TL. O-TL is accredited to ISO/IEC Guide 65 "General Requirements for Bodies Operating Product Certification Systems" by the American National Standards Institute (ANSI) and the Standards Council of Canada (SCC). Many of the requirements listed below are a requirement of ISO/IEC Guide 65 and the sections are denoted at the end of the applicable term.

The terms of this Agreement are listed below. Other additional terms may be specified. This Agreement covers the product(s) listed in O-TL's Product Listing Directory (see www.omni-test.com) and any additional products listed in 2006:

1. Cancellation of this Agreement by either party shall be in writing 30 days prior to the effective date of cancellation. Any willful noncompliance by Company with this Agreement or its intent may be grounds for immediate termination without advance notification by either party.
2. Company agrees to provide O-TL with Company's current phone number, contact person, and mailing address within 10 days of any change.
3. Company agrees that any modifications in the product design or the quality control measures utilized in the production of the product that have the potential to adversely affect the listing of the product will be submitted in writing to O-TL prior to implementation. Modifications to the product that have the potential to adversely affect the listing of the product must be reviewed and approved by O-TL in writing for continued product listing under this Agreement. Any and all modifications to the product design or the quality control measures must be documented by Company and be available to O-TL personnel for review during inspections.

As clarification of existing and past O-TL policy, any modifications to an O-TL listed product that have the potential to adversely affect the listing of the product that are not reviewed and approved by O-TL will cause O-TL's product listing for that product to be voided and canceled with the requirement that all O-TL logo-bearing and/or O-TL Mark of Conformity logo labels be removed from the non-conforming product. Voiding, cancellation, and/or termination of O-TL's listing due to unapproved product modifications is automatic and does not require notification. O-TL's quality control services, described in this Agreement, serve to assist Company in quality control and record keeping. O-TL's quality control and inspection services are not intended to replace Company's record keeping responsibilities or substitute for Company testing, manufacturing, or design modification records. O-TL's services in this regard are only to supplement and enhance Company's own Quality Assurance programs. O-TL's quality control inspections only sample the specifications of a small number of parts, components, and finished products, and therefore, are not intended to be a complete documentation of all dimensional measurements and specifications. Company is responsible for complete documentation of all design, testing, and manufacturing processes.

Required by ISO/IEC Guide 65, Section 13.2.

4. Company agrees to have available a written record of all production line changes for the referenced model. This information shall be made available to O-TL personnel during each on-site inspection. If the inspection is performed at an import or distribution facility the information will be requested annually. *Required by ISO/IEC Guide 65, Section 13.2.*
5. Company agrees to allow O-TL personnel free access to production facilities and production records during normal business hours. An initial inspection of the manufacturer's quality control system will be conducted once after the initial unit is listed. Appliance inspections will be conducted at least annually. If annual production is greater than 500 units they will be conducted semi-annually.

The inspections are typically conducted at the manufacturing facility, in the presence of a manufacturer's representative. If inspections are to be performed at an import or distribution facility, the manufacturer must inform O-TL of the location. If the inspections are performed at the manufacturing facility, the information gathered during the initial inspection will be reviewed during the semi-annual inspections to see if any changes

have occurred. If appliance inspections occur at an import or distribution facility the review of the initial inspection will be conducted annually via written communication.

Required by ISO/IEC Guide 65, Section 13.

6. O-TL shall submit to Company a summary report of the findings from each inspection. Company agrees that production and/or information discrepancies discovered and reported by O-TL shall be corrected in a reasonable period of time. If discovered discrepancies pose a potential safety hazard to consumers, corrective action shall be taken immediately. If discrepancies are not handled according to the instructions issued in the inspection report, all O-TL labels are to be removed from that product. *Required by ISO/IEC Guide 65, Section 13.1.*
7. **FEES - Listing and inspection charges will be as follows:**
 - Inspection Fees
 - Field inspections (includes inspection time and report preparation)
 - Initial Inspection Fee
 - Additional consulting (review of design changes and miscellaneous)
 - Additional field support (e.g., installers, building officials)
 - All Inspections will include Travel expenses (airfare, meals, lodging, etc.)
 - Listing Fees
 - Minimum Annual Listing Fee for Production less than 200 units*
 - Minimum Annual Listing Fee for Production greater than 200 units*
 - Or Label Fee, (pricing based on orders per calendar year):

*If annual production numbers are not received by O-TL January 15 of each year penalties can be applied. If labels are ordered through an approved label printing company this does not apply. (See condition 9)
All payments for these listing services are to be made within 30 days of invoicing. If an account goes delinquent and O-TL enlists the services of a collection agency or attorney, Company will be responsible for payment of all collection and attorney fees.
8. Unless otherwise agreed upon, label fees will be invoiced based on labels ordered through an approved label company or on units produced. Company will notify O-TL if Company would like to be invoiced based on units produced when labels are ordered through an approved label company. If Company produces labels in-house, Company will provide O-TL with a report as required below in Condition 9a.
9. Company agrees to the following in regards to certification labels. *Required by ISO/IEC Guide 65, Section 14.1.*
 - 9a. If Company produces O-TL-approved certification labels in-house, Company agrees to comply with the following:
 - a. Company will provide O-TL with a galley-proof of the certification label for the product tested. O-TL must approve the galley-proof before the final printing and attachment to tested product.
 - b. Company agrees to strike labels for fireplaces/appliances with consecutive serial numbers.
 - c. Company will provide O-TL with a report of the model name, serial number series (if applicable) and quantity produced each quarter. This report will be delivered to O-TL (via email or fax) by the 10th of the first month in the following quarter.
 - 9b. If Company purchases certification labels from an O-TL-approved printing company, Company agrees to comply with the following:
 - a. Company agrees to place all orders for labels only through a company which has a Label Service Agreement with O-TL. The Label Service Agreement ensures that:
 - The printing company will provide O-TL with galley-proofs of the certification labels. O-TL must approve galley-proofs before the final printing and attachment to certified product.
 - The printing company agrees to strike labels for fireplaces/appliances with consecutive serial numbers.
 - The printing company will provide O-TL with a report of the model name, serial number series (if applicable) and quantity of labels for each order.
 - b. Company agrees to keep records of all label serial numbers and dates used.
 - 9c. Company agrees that at the termination of this agreement for whatever reason, unused certification labels will be destroyed and O-TL will be informed of the last serial number attached to a certified product.
10. Company agrees not to use the O-TL name, logo, or mark of conformity, outside the scope of the listed product label and to obtain written authorization from O-TL prior to using any reference to O-TL certification or any likeness to the O-TL logo or mark of conformity in advertising. *Required by ISO/IEC Guide 65, Section 14.3.*
11. Company has read and understands O-TL's form A-SFB "Rights and Duties of Suppliers of Certified Products" which contains pertinent information from ISO Guide 27 "Guidelines for corrective action to be taken by a certification body in the event of either misapplication of its mark of conformity to a product, or products which bear the mark of the certification body being found to subject persons or property to risk" and "Guidelines

- for corrective action to be taken by a certification body in the event of misuse of its mark of conformity." Company agrees to abide by the processes for corrective action set forth in ISO Guide 27, should O-TL determine it necessary to implement such processes. *Required by ISO/IEC Guide 65, Section 14.3.*
12. Company agrees to provide O-TL, in the form and format of Attachment A to this Agreement, a detailed description of any incident involving the product listed under this Agreement where any personal injury to any user (i.e. consumer, retailer, installer, or related parties) has occurred or where any property damage has occurred, regardless of the cause or causes of the incident. In the case of personal injury, this information shall be brought to O-TL's attention immediately and for all incidents, this information shall be available to O-TL personnel during each on-site inspection. If the inspection is performed at an import or distribution facility the information will be requested annually. *Required by ISO/IEC Guide 65, Section 15.*
 13. Company agrees to keep a record of all complaints relating to a product's compliance with applicable requirements, to take appropriate corrective action, and to document the action taken. These complaint-related records are to be made available to O-TL for viewing at O-TL's request. *Required by ISO/IEC Guide 65, Section 15.*
 14. O-TL will not divulge to other parties any information of a proprietary nature obtained during the inspection of Company's manufacturing facilities, except as follows. Information may be disclosed by O-TL or its staff upon written consent of Company or pursuant to subpoena issued by a court or other governmental agency of competent jurisdiction. Proprietary information may also be released by the on-site inspector to other O-TL staff with legitimate interest therein. O-TL may release proprietary information as may be necessary to pursue remedial action for misuse of its mark of conformity, consistent with the intent of ISO Guide 27. Also, from time to time, O-TL's records and files are audited by national and international bodies to establish conformance with national and international accreditation and conformity assessment standards. It is understood that by executing this Agreement, Company grants O-TL the authority to allow such access. *Required by ISO/IEC Guide 65, Section 4.10.*
 15. If a product was originally tested for mobile home use under HUD Standard UM-84, every four years, beginning at the initial report date, a sample of the certified product shall be selected by O-TL for re-testing for compliance with the applicable standards. This testing shall be conducted at Company's expense.
 16. All the terms of the Professional Services Agreement and/or Work Order used for testing each listed product and signed by Company shall apply to this Agreement.

Company

OMNI-Test Laboratories, Inc.

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

**Attachment A to the Product Documentation and Listing Agreement
OMNI-Test Laboratories, Inc.**

Quality Control and Listing Agreement

Company

Personal Injury and/or Property Damage Report Form

Today's Date: _____

Date incident took place: _____

Summary description of incident including extent of injury and/or damage: _____

Name(s), address, and phone number(s) of Party (Parties) involved:

Name: _____ Name: _____

Address: _____ Address: _____

Phone: _____ Phone: _____

If needed, put additional involved-party information on a separate page.

This form prepared by: Name: _____

Phone: _____